In the High Court of Punjab & Haryana at Chandigarh.

Date of decision : 13.11.2006.

Rai Singh Jhinja .... Petitioner.

vs

Om Parkash .....Respondent.

Coram Hon'ble Ms.Justice Kiran Anand Lall.

Present: Mr.S.K.Arora,Advocate,for the petitioner.

Kiran Anand Lall, J.

The petitioner, who is a practising Advocate and also a Notary Public at Fazilka, is defendant in a suit, pending against him, in the civil court at Fazilka, for recovery of Rs.60,000/- as the principal amount, with interest at the rate of Rs.2% per month, allegedly, borrowed by him from the respondent, on 22.1.1998, on the basis of a pronote and receipt.

Vide the impugned order, the trial court declined the prayer of the petitioner, for the rejection of plaint under Order 7 Rule 11 CPC. His plea was that since the deficiency in court-fee, was made good after the expiry of period of limitation, plaint was liable to be rejected.

The petition, it may be stated, deserves to be dismissed, in limine. Reason being, that the case of the respondent is that the petitioner having acknowledged, in writing (on the back of pronote itself) on 20.1.2001, his liability to pay the amount of the pronote with interest upto date, the period of limitation would run from that date (i.e. 20.1.2001).

On being asked by this court, the learned counsel has placed on record a photocopy of the pronote bearing the written acknowledgment (supra) of liability, appearing on its back. The genuineness or otherwise of

this acknowledgment would, of course, be determined by the trial court, at appropriate stage, but, at this stage, the fact that it purports to bear the attestation of as many as three advocates, also, would definitely weigh in the mind of the court, while dealing with the question of limitation period, for the purpose of determining the question of making-up deficiency in the court-fee.

No merit.

Dismissed.

13.11.2006. (Kiran Anand Lall)
vs. Judge.